Fed. 288. Whether or not unpatented "ordinary commodities" may be controlled in this indirect way is doubtful; but the seals in the principal case were held not to be "ordinary commodities." *Cf. Cortelyou* v. *Johnson*, 145 Fed. 933; *Dick Co.* v. *Henry*, 149 Fed. 424. The sale of an article to one who uses it in violation of his license is not actionable, if the seller has no notice of the license. *Cortelyou* v. *Johnson, supra.* But one who sells with notice is guilty of contributory infringement. *Rupp & Wittgenfeld Co.* v. *Elliott*, 131 Fed. 730; *Thomson-Houston Electric Co.* v. *Kelsey Electric Ry. Specialty Co.*, 75 Fed. 1005. So liability is primarily dependent on knowledge. The courts have not made it clear whether the wrong consists in inducing the breach of a contract or in acting in concert with a tortfeasor. See *Heaton-Peninsular Button-Fastener Co.* v. *Eureka Specialty Co., supra; Tabular Rivet & Stud Co.* v. *O'Brien*, 93 Fed. 200; *Dick Co.* v. *Henry, supra.* The principal case, however, may be supported on either theory, and its result, though practically allowing a monopoly in an unpatented article, accords with previous decisions. See 12 HARV. L. REV. 35; 21 *ibid.* 150.

PUBLIC OFFICERS — ELIGIBILITY TO OFFICE — INCOMPATIBLE OFFICES. — *Held*, that the mayor of a city does not vacate his office by acting as a member of Congress. *Ohio* v. *Gebert*, 12 Oh. Cir. Ct. R. N. S. 274.

At common law one person can hold two offices unless they are incompatible. *Preston* v. *United States*, 37 Fed. 417. Offices are said to be incompatible when their duties are so numerous and exacting that the same person cannot perform them with ease and ability, or when they are so related that a presumption fairly arises that they cannot be executed by the same person with impartiality and honesty. See 6 BACON'S ABRIDGMENTS, Tit. Offices (K). Incompatibility does not consist in the physical impossibility to discharge the duties of both offices at the same moment. *People* v. *Green*, 58 N. Y. 295. But see *South Carolina* v. *Buttz*, 9 S. C. 156. But if one office is subordinate to the other, or if one is subject in some degree to the revisory power of the other, or if the functions of the two are inherently inconsistent and repugnant, they are incompatible. *State* v. *Goff*, 15 R. I. 505. In the present case, the laws enacted by Congress do not affect the powers and administration of the office of mayor, nor is the administration of the office of mayor subject to the review of Congress. Therefore the offices are not incompatible, and the acceptance of the second does not *ipso facto* operate as a surrender of the first. *Bryan* v. *Cattell*, 15 Ia. 538.

RESTRAINT OF TRADE — SHERMAN ANTI-TRUST LAW — STANDARD OIL COMPANY'S CASE. — The majority stock of twenty formerly competitive corporations, engaged in interstate commerce and in turn controlling many smaller companies, was jointly owned by the former holders of certificates in a previous trust. The majority stock of nineteen of these corporations was transferred in exchange for the stock of the twentieth, the Standard Oil Company of New Jersey, the capital stock of which was increased and the charter amended for this purpose. The business was then conducted by this corporation as a single enterprise. *Held*, that the transaction constitutes a combination in restraint of, and to monopolize, interstate commerce in violation of § 1 and § 2 of the Sherman Act. *U. S.* v. *Standard Oil Co. of N. J.*, 173 Fed. 177 (Circ. Ct., E. D. Mo., Nov. 20, 1909). See NOTES, p. 209.

RULE AGAINST PERPETUITIES — RULE AGAINST POSSIBILITY ON POSSIBILITY EXTENDED TO EQUITABLE ESTATES. — An estate in trust under a settlement was appointed to unborn children for their lives, with a remainder to the children of such children. The appointment under the devise satisfied the rule against perpetuities. *Held*, that the appointment is invalid. *In re Nash*, [1909] 2 Ch. 450.

This decision is an application of a rule of law affecting the validity of contingent remainders, to equitable estates analogous to contingent remainders. In